



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND MNR MNSD MNDC FF

### Introduction

This hearing dealt with applications by the landlord and the tenants. The landlord applied for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenants applied for double recovery of their security deposit and further monetary compensation.

The landlord and the tenant attended the first teleconference hearing on May 5, 2011, convened on the landlord's application only. At that time, it came to my attention that the tenants had also filed an application. I determined it was appropriate for both files to be heard together, and so adjourned the landlord's file and joined it to be heard with the tenants' application.

On August 23, 2011, the date of the reconvened hearing, only the landlord attended the teleconference hearing. I therefore dismissed the tenants' application.

The landlord submitted late evidence which she attempted to serve on the tenants. However, when the landlord attended at the tenants' last known address, the property was vacant and the house was being demolished. The landlord did not know the whereabouts of the tenants and was unable to serve them with her evidence. I therefore did not admit or consider the landlord's late evidence in reaching my decision.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on September 1, 2010 as a fixed-term tenancy to end on July 31, 2011. Rent in the amount of \$850 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$425. The landlord and tenants carried out a joint move-in inspection and completed the inspection report on September 1, 2010.

The tenants vacated the rental unit on or about December 31, 2010. The landlord gave the tenants three opportunities to participate in the move-out inspection, but the tenants did not attend.

The landlord has claimed the following monetary amounts:

- 1) \$2975 for lost revenue for January 1, 2011 to April 14, 2011 – the landlord advertised the unit for re-rent but was unable to re-rent the unit until April 15, 2011 because of the seasonal nature of the rental market where the rental unit is located. The landlord submitted copies of the advertising postings.
- 2) \$300 for liquidated damages, as per the tenancy agreement.
- 3) \$275.48 to replace doors, frames and weather-stripping where tenants had cut into the door frames around doors – the landlord provided photographs of the damage done by the tenants, as well as receipts for the repairs.
- 4) \$125 for 5 hours of cleaning at \$25 per hour – the tenants did not clean before vacating the rental unit. The landlord provided photographs and receipts to support this claim.
- 5) \$5 for garbage disposal – the tenants had left some garbage behind.
- 6) \$25 for a fire detector that became damaged after the tenants left it outside
- 7) \$254.24 for hydro costs after the tenants vacated – the owner had to keep the heat on minimally during the winter.
- 8) \$ 500 for missing inventory – the house was rented furnished, and the tenants removed several items, including dishes, towels, linens, books, DVDs and kitchen gadgets. The landlord provided some photographs of kitchen cabinets and other shelves that contained such items at the outset of the tenancy but which were emptier at the end of the tenancy.

### Analysis

In considering all of the evidence, I find as follows.

The landlord has provided sufficient evidence to establish that they are entitled to the amounts claimed for lost revenue and liquidated damages. The tenants broke the lease, and the landlord took all reasonable steps to re-rent the unit as soon as possible. I grant those portions of the landlord's claim.

The landlord provided sufficient evidence to support their claims for cleaning, repairs, garbage disposal and replacement of the fire detector. I grant those portions of the landlord's claim.

I find that the landlord is not entitled to the amount claimed for hydro to heat the rental unit while the landlord was attempting to re-rent the unit. This cost represents a cost of doing business and maintaining a property while it is vacant, and is not recoverable against the tenants. I dismiss this portion of the landlord's claim.

The landlord did not provide sufficient evidence to support their claim for the missing inventory. I therefore dismiss this portion of the landlord's claim.

As the landlord's claim was mostly successful, they are also entitled to recovery of the \$50 filing fee for the cost of their application.

Conclusion

The landlord is entitled to \$3755.48. I order that the landlord retain the deposit and interest of \$425 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$3330.48. This order may be filed in the Small Claims Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 30, 2011.

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Residential Tenancy Branch